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IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

MAR 29 2005

U.S. DISTRICT COURT  
MID. DIST. TENN.

CHARLES W. GOODREAU,

Plaintiff,

v.

BRIDGESTONE / FIRESTONE NORTH AMERICAN  
TIRE, LLC,

Defendant.

Civil Action No. 05-0232

JUDGE HAYNES

CONSENT DECREE

This matter is before the Court for entry of this judgment by consent of all parties to effectuate a compromise and settlement of all claims. After review and consideration, the Court believes that entry of this judgment is in the interest of justice.

1. Plaintiff, Charles W. Goodreau ("Goodreau"), commenced this action in the United States District Court for the Middle District of Tennessee, Nashville Division, alleging that Defendant Bridgestone / Firestone North American Tire, LLC ("Bridgestone") violated the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") by denying Goodreau advancement on its progressive pay schedule and other employment benefits due to Goodreau's membership in, or obligation to perform service in, the uniformed services.

2. As a result of settlement discussions, Goodreau and Bridgestone have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in

full disposition of any and all claims alleged against Bridgestone that could have been alleged in the Complaint filed on behalf of Goodreau. Goodreau, by his signature to this document and the attached release, has indicated his acceptance of the terms and conditions contained in this Consent Decree.

### **STIPULATED FACTS**

3. Pursuant to USERRA, the parties acknowledge the jurisdiction of the United States District Court for the Middle District of Tennessee (Nashville Division) over the subject matter of this action and of the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree.

4. Venue is proper in this district for purposes of this Decree and any proceedings related to this Decree only. Bridgestone agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

### **FINDINGS**

5. Having examined the terms and provisions of the Consent Decree, the Court finds the following:

- a. The Court has jurisdiction over the subject matter of this action and the parties to this action.
- b. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of Bridgestone and Goodreau are protected adequately by this Decree.
- c. This Consent Decree conforms with the Federal Rules of Civil Procedure and USERRA, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of the USERRA and other applicable law, and will be in the best interests of the parties.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

**NON-ADMISSION**

6. This Decree, being entered with the consent of the United States Department of Justice – Civil Rights Division, Goodreau, and Bridgestone, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Bridgestone of any violations of USERRA, or any other law, rule or regulation dealing with or in connection with equal employment opportunities. Bridgestone denies any wrongdoing.

**NON-RETALIATION**

7. Bridgestone shall not take any action against any person that constitutes retaliation or interference with the exercise of such person's rights under USERRA, or Goodreau's claim herein that forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case.

**REMEDIAL REQUIREMENTS**

8. Bridgestone shall grant Goodreau the level of seniority, status and compensation that he would have enjoyed had he remained employed continuously with Bridgestone during the time of his active duty service in the military, *i.e.*, on or about December 27, 2002 through on or about March 24, 2004, including loss of wages, with interest, in the amount of \$6,128.00. Bridgestone shall provide documentary evidence of having paid Goodreau and credited him with the above benefits by mailing the same to the following address within fourteen (14) days after this Consent Decree has been entered by the Court:

Derrick Brent, Kevin Hosn  
United States Department of Justice  
950 Pennsylvania Avenue NW  
Civil Rights Division  
Employment Litigation Section, PHB, Room 4500  
Washington, D.C. 20530

#### **DISPUTE RESOLUTION AND COMPLIANCE**

9. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in good faith efforts to resolve any dispute concerning compliance prior to seeking review by the Court. The parties shall be required to give notice to each other ten (10) days before moving for review by the Court. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for the purpose of determining compliance with this Decree or defending against a claim of non-compliance.

#### **MISCELLANEOUS**

10. All parties shall bear their own costs and expenses of litigation, including attorneys' fees.

11. This Consent Decree constitutes the entry of final judgment within the meaning of Rule 54 of the Federal Rules of Civil Procedure on all claims asserted in or that could have been asserted by Goodreau in this action. The Court retains jurisdiction over this matter, however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.

12. If any provision of this Consent Decree is found to be unlawful, only the specific provision in question shall be affected and the other provisions will remain in full force and effect.

13. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Bridgestone and upon the heirs, successors, and assigns of Goodreau.

14. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by Bridgestone and Goodreau.

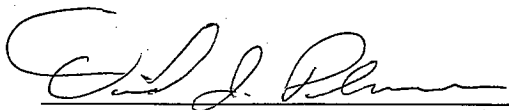
**EFFECTIVE DATE**

15. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

16. This Consent Decree shall expire, and this action shall be dismissed, without further order of this Court one year from the date of entry of this Consent Decree. Goodreau, by and through his attorneys, may move, for good cause, to extend the Consent Decree if the remedial relief called for herein has not been effectuated. The Consent Decree will not be extended, however, unless the Court grants Goodreau's motion. Any such extension may be granted by the Court only for such time as is necessary to effectuate the relief set forth in this Consent Decree.

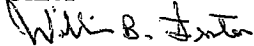
APPROVED and ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE



DAVID J. PALMER (DC Bar No. 417834)

Chief



WILLIAM B. FENTON (DC Bar No. 414990)

Deputy Chief

DERRICK BRENT (IL Bar No. 6230794)

Senior Trial Attorney

KEVIN HOSN (CA Bar No. 199122)

Trial Attorney

U.S. Department of Justice

Civil Rights Division

Employment Litigation Section

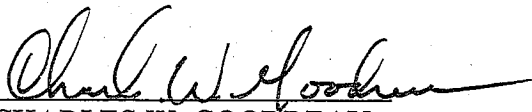
950 Pennsylvania Avenue, NW

Patrick Henry Building, Room 4036

Washington, DC 20530

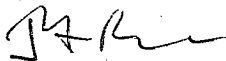
Telephone: (202) 514-3851

Facsimile: (202) 514-1105



CHARLES W. GOODREAU

*ON BEHALF OF PLAINTIFF CHARLES GOODREAU*



JAMES A. RYDZEL

JONES DAY

North Point

901 Lakeside Avenue

Cleveland, OH 44114

(216) 586-7227

*ON BEHALF OF DEFENDANT BRIDGESTONE / FIRESTONE NORTH AMERICAN TIRE,  
LLC*

**APPENDIX A  
RELEASE OF ALL CLAIMS**

STATE OF TENNESSEE            )  
  ) ss:  
COUNTY OF DAVIDSON         )

For and in consideration of my acceptance of the relief, or any part of it, to be provided to me pursuant to the provisions of the Consent Decree I have signed and that is to be entered in the case of Charles W. Goodreau v. Bridgestone / Firestone North American Tire, LLC, to be filed in the United States District Court for the Middle District of Tennessee, Nashville Division, I, Charles W. Goodreau, hereby forever release and discharge Defendant in this case, Bridgestone / Firestone North American Tire, LLC ("Bridgestone"), as well as its current, former and future officials, employees, agents, and successors from all legal and equitable claims arising out of the Complaint to be filed in this action and USERRA Case No. 04-TN-2004-00019-10-G filed with the United States Department of Labor.

I understand that the relief to be provided to me by Bridgestone under the terms of the Consent Decree does not constitute an admission by any of the parties hereby released of the validity of any claim raised by me, or on my behalf. I further understand that Bridgestone expressly denies having violated any of my legal rights and that the payments and other terms and conditions set forth in this release are in settlement of disputed claims.

This release constitutes the entire agreement between Bridgestone and me, without exception or exclusion.

I acknowledge that a copy of the Consent Decree this action has been made available to me for my review.

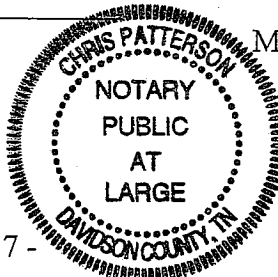
**I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS  
THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.**

Signature: *Charles W. Goodreau*  
Charles W. Goodreau

Date: 3-29-05

Subscribed and sworn to before me this 29 day of March

05  
*Chris Patterson*  
Notary Public



My Commission expires:

**MY COMMISSION EXPIRES:  
May 24, 2008**